



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Cody VanDorn, Department Administrator

REQUEST FOR PROPOSALS (RFP) PS-#1225-13 CONSTRUCTION TESTING AND INSPECTION SERVICES FOR SHERIFF - COC - EXPAND WOMEN'S JAIL, 300034

August 8, 2013

The County of San Luis Obispo (County) is currently soliciting Request for Proposals for professional consultant services for PS-#1225-13 CONSTRUCTION TESTING AND INSPECTION SERVICES FOR SHERIFF – COC – EXPAND WOMEN'S JAIL, 300034. **The County reserves the right to use the current RFP process and eligible consultants for Construction Inspection Services when considering a consultant to provide similar services for Probation – COC - Juvenile Hall Expansion, 320032.**

Each RFP shall specify each and every item as set forth in this RFP. Any and all exceptions must be clearly stated in the RFP. Failure to set forth any item in the RFP without taking exception may be grounds for rejection. The County reserves the right to reject any and all RFPs and to waive any irregularity or informality in any RFP or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the RFPs submitted.

This Request for Proposal is posted on the County's Purchasing website at:

http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm .

Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit four (4) hard copies and one (1) electronic copy (on CD) of your RFP on **September 5, 2013 by 3:00 p.m.** to:

County of San Luis Obispo
Missy Viles, GSA Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the Request for Proposal process, please contact Missy Viles at (805) 781-5216. For technical questions and information contact Rich Kopecky at (805) 781-5222.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to RICH KOPECKY at: rkopecky@co.slo.ca.us, no later than August 29, 2013. The question and a response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

MISSY VILES
GSA Purchasing
mviles@co.slo.ca.us

**CONSTRUCTION TESTING AND INSPECTION SERVICES FOR
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RFP SUBMITTAL AND SELECTION

1. All RFPs, consisting of four (4) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on September 5, 2013. Late RFPs will not be considered and will be returned, unopened.
2. Electronic bid packages include an Excel version of the Rate Sheet (Exhibit B-1) in addition to the PDF file in order to assist bidders in computing accurate totals. Bidders should download the Excel version and complete all highlighted cells. Bidders should include the completed Excel version of the Rate Sheet with the one (1) electronic copy (on CD) along with the printed version when submitting their bid.
3. RFPs shall be limited to a maximum of ten (10) pages double sided or twenty (20) pages single sided, plus attachments such as resumes, reference information, and fee estimate.
4. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: MISSY VILES
Telephone: (805) 781-5200
5. All costs incurred in the preparation and submission of RFPs and related documentation will be borne by the proposer.
6. It is preferred that all RFPs be submitted on recycled paper, printed on two sides.
7. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the RFPs as submitted, although the County reserves the right to interview applicants as part of the selection process. If the Selection Committee elects to schedule interviews with the top 2 – 4 applicants, the tentative interview dates are September 16 to 20, 2013. The tentative interview dates are subject to change at the discretion of the County. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
8. This Request for Proposal does not constitute an offer of employment or to contract for services.
9. The County reserves the option to accept or reject any or all RFPs, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
10. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
11. All RFPs shall remain firm for ninety, (90) days following closing date for receipt of RFPs.
12. The County reserves the right to award the contract to the firm who presents the RFP which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
13. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's RFP will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

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14. The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their RFP to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING AN RFP, IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Sample County Contract (Appendix A); the insurance and indemnification requirements are found in Article 20.
15. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:** The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire RFP as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

16. An electronic copy of your RFP must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP PS-#1225, your Acrobat (pdf) file would be named: **ACME 1225.pdf**)

Additionally, if you deem any part of your RFP as proprietary and not to be disclosed under the California Public Records Act as explained in item 14 above, please mark the CD with the phrase "**Proprietary Information Included**". This can be hand written or printed on the CD label.

16. Any proposer who has either been a plaintiff or defendant in any litigation against the County within the last 3 years or is currently involved with litigation against the County is disqualified from submitting a RFP for consideration.

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REQUIRED RFP FORMAT AND CONTENT

A qualifying RFP must address all of the following points and shall be in the format outlined in this section:

A. Project Title: **CONSTRUCTION TESTING AND INSPECTION SERVICES FOR _SHERIFF - COC -
EXPAND WOMEN'S JAIL, 300034**

B. Applicant or Firm Name

- Name of Firm
- Address of Firm
- Telephone & Fax Numbers
- E-Mail Address
- Primary Contact Person

C. Brief History of Firm

- Legal Structure (corporation, partnership, joint venture, etc.)
- Size of Firm / Staff
- Years in Business
- Professional Registrations, Certifications and Affiliations
- Organizational Chart of Firm, and tenure of executive management

If firm is a partnership or association, a listing of all of the partners, general partners, or association members known at the time of RFP submission who will participate in the PSA if awarded must be included.

D. Licensure

Provide a list of all licenses, registration, and credentials held by the Respondent as required to perform the Project in the State of California including information regarding any prior revocation or suspension of any license, credential, or registration of Respondent or of any employee of Respondent.

E. Legal Proceedings and Insurance Claims

1. List and describe all current litigation involving the Respondent and the proposed staff (in their professional capacities) for the Project
2. List and describe all litigation history for Respondent in the past 5 years. Describe how it was resolved or current status.
3. List and describe claims against Respondent's Errors and Omissions Policies in the past 5 years.
4. "Litigation" includes, but is not limited to, actions initiated in civil or criminal court, mediation, arbitration, and all other forms of dispute resolution.

F. Qualifications

The Contractor's office/laboratory must be located within a radius of not more than 100 miles from the Women's Jail Expansion project site. The Contractor shall maintain such equipment, qualified personnel, and capabilities throughout the term of the contract.

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The Contractor shall be an experienced firm having provided laboratory testing and inspection services on a full-time commercial basis as its principal business for at least the past five years, with revenues for work similar to the Work under this contract of not less than \$5 million. Contractor must be a recognized company meeting the requirements of the American Society Testing Materials (ASTM) Standards, Sections E 329-02 - "Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction." Contractor's personnel providing services shall be fully qualified and certified to perform the specified services. The Contractor shall submit evidence of such operation in the form of:

- A copy of the Contractor's current business license, together with evidence the company has been in business for the past five years with revenues as indicated above.
- Copies of certificates qualifying the company to perform the tests identified herein.
- A current list price sheet, or standard fee schedule for all tests and services that can be provided by the Contractor.

All the above items must be included as part of the Contractor's proposal.

G. Understanding of the Approach to the Project

1. Summary of approach to be taken.
2. Provide a description of the organizational structure and staffing to be used for the Project. Identify the specific individual that will interface with the County.

H. Fees:

1. Propose a total fixed fee for Phases 1 & 2 and a separate fee for Alternate Phase 3, by completing the attached charts in Exhibit B, providing unit prices, extensions and lump sums. Hourly rates should be based on prevailing wage rates as established by the State of California.
2. In addition to completing the Exhibit B unit price list, submit itemized hourly fee schedule and a unit price list for:
 - Minimum charge for field time and interval of calculation
 - Regular business hours and rates for non-business hours services
 - Report preparation charges
 - Other miscellaneous charges not outlined in the proposal (if there are none, please indicate none)

This information is to be used to assist in arriving at a negotiated fee for additional services. State whether or not these items are included in the unit prices listed in the proposal.

3. The unit prices and total fixed fee shall include all associated inspection services, material sampling, testing, repairs, overtime work, minimum charges, expenses, insurance, document reproduction, communications, shipping, travel and profit.

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The Consultant shall comply with Labor Code Section 1720, as amended in 1999, which requires employees engaged in certain specific work classifications be paid the prevailing wage rate found by the State of California Director of Industrial Relations.

Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, *may* be deemed non-responsive by the evaluation committee and eliminated from further consideration.

Consultant Selection Criteria

A selection panel consisting of County staff and program management staff will evaluate the RFPs. The County may change the criteria without notice, and may consider other criteria it deems relevant. The anticipated selection criteria, in order of prominence, are:

First	Experience and qualifications of the proposed project team
Second	Approach to Project
Third	Experience and qualifications of firm
Fourth	Fee

PROJECT INTRODUCTION/SERVICES

Contractor shall provide all labor, materials, equipment and transportation necessary to perform construction testing and inspection services for the Sheriff- COC- Expand Women's Jail Project located in San Luis Obispo, California.

LOCATION

The project site is located at 1585 Kansas Ave, San Luis Obispo California at the County Operations Center off of Highway 1.

PROJECT DESCRIPTION

The project includes approximately 46,000 square feet (sf) to house and provide treatment and program space for approximately 198 women inmates on approximately 1.5 acres of the greater 7± acres of County owned land on which the County's existing jail facility is located. The project includes two buildings primarily constructed of steel, with interior high traffic areas utilizing concrete masonry unit (CMU) and concrete for long-term durability. It will house post-arrangement, pre-sentenced, and convicted female inmates. One building will house inmates and a second health care/program building will provide space for medical, dental, and mental health services, as well as other programs, to support those inmates. The new buildings will be constructed in two phases.

Phase One

The first-phase of construction is an inmate housing building with approximately 38,000 sq. ft. of two-story structure on vacant land adjacent to the existing jail. This building will include two housing units constructed to support direct supervision of inmates. One housing unit will have approximately 96 dormitory beds in 12 rooms. The other unit will house approximately 96 inmates in 48 cells. In addition, the housing building will

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also include six special use isolation cells for medical or disciplinary reasons and two safety cells for temporary isolation of inmates who display destructive behavior. Each housing unit will include staff control areas, dayrooms, an exercise yard, a video visitation room, an interview room, a multipurpose room to support rehabilitative and training programs, a vocational programs room, a janitor's closet, and storage space.

Phase Two

The second-phase of construction is a health care/program building with approximately 8,000 sq. ft. Construction will begin with demolition of the current women's inmate facility. The new building will provide exam rooms to support medical treatment, a dental operatory, rooms to provide mental health services and confidential mental health interviews, and rooms to support rehabilitative programming. In addition, the building will include pharmacy/medication distribution space, staff office space, separate inmate and staff restrooms, janitorial closets, and storage space. The health care/program building will be built on the site of the existing women's jail facility, which will be demolished as part of the project.

The project will also include, but is not limited to, electrical; plumbing; mechanical; heating, ventilation, and air conditioning; electronic security systems; fire protection systems; and an FF & E package.

Several functions necessary for the operation of the new facilities will be accommodated in the existing jail facility, including intake/booking, receiving areas and other processing areas, as well as a central kitchen that prepares food for all inmates housed in the jail. The hard exterior of each building - composed of CMU, concrete, and steel - will provide the secure perimeter. In addition, there will be a six-foot chain link fence surrounding the entire facility to provide grounds security.

Phase Three (Additive Alternate)

A proposed construction Additive Alternate to the Project, outside State Grant Funding, is a remodel of approximately 4,512 square feet to the Intake-Release Center (IRC) to be considered for award by the County, should the funds be available at the end of the Project.

Construction Plans

A subset of the Women's Jail Expansion Plans is available for viewing and downloading from the web site. Some plans are not included for security purposes and others due to excessive file size. Plans are for reference purposes only (Not for Construction). Plans can be downloaded from:

<http://ftp.cannonassoc.com:8080>

Login: SLOWJE2

Password: LSP2RY

**Password is CASE sensitive.*

These plans are also available thru ASAP Reprographics in San Luis Obispo at Contractor's own expense (805-543-3144 or www.asapreprographics.com/contact/)

SUMMARY OF SCOPE OF WORK

The County will direct the Contractor on the time, type, and quantity of testing and inspection services to be performed as well as the location where the Contractor's services will be performed. The Scope of Services included in the Contract may be performed at multiple locations including the County Jail construction site, offsite locations in the general vicinity of the County Jail, and potentially at out-of-state fabrication facilities. To perform out-of-state services under this contract, Contractor may subcontract with a testing and inspection company, approved by the County, in the vicinity of the work.

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The Contractor shall provide the following work included in this Agreement:

- Onsite and offsite sampling and laboratory testing of soils and construction materials using personnel properly trained and certified to provide such services.
- Inspection and testing of materials and equipment at offsite and out-of-state fabrication sites, including welding inspections and tests.
- Other tests and construction related inspection services required by the State, which the Contractor is capable of providing.
- Maintenance of a chain of custody log for samples retrieved for testing, and the retention of records of such samples for future reference as necessary and as directed by the CDCR representative. Records shall accurately document conditions observed and deficiencies noted.
- Issuance of all necessary reports.
- Professional engineering services as necessary to support the above activities and provide supervision and oversight to staff personnel providing such services.

TYPES OF INSPECTION AND TESTING

The contractor shall furnish the following services as outlined in Exhibit B-1, Rate Sheet.

Section 1 - Laboratory Tests

The Inspector of Record or County Representative, will request the Contractor to obtain samples and perform laboratory tests as outlined below. The laboratory tests listed below may not all be used, while others not listed may be requested. For tests not listed, the Contractor shall conduct such tests in accordance with the Contractor's or Subcontractor's published fee schedule.

- a. Soil
- b. Concrete
- c. Masonry
- d. Grout
- e. Metal Reinforcing Tensile and Bend Test
- f. Structural
- g. Resinous Flooring
- h. Plumbing
- i. Roofing
- j. Asphalt Pavement

Section 2 – Field Sampling, Testing and Inspection

Contractor shall provide technicians suitably qualified and with a minimum of three (3) years of experience in performing both onsite and offsite tests and inspection. Work may include testing on the jail construction site, offsite tests in the general vicinity of the jail construction site, and inspection at out-of-state fabrication facilities. The technicians will provide all the necessary tools, equipment and transportation to perform the test listed in Section 2 of Exhibit B-1. Minimum time onsite to perform Section 2 work shall be four (4) hours.

Additional field tests, labs and/or equipment rates not included in Section 2 of Exhibit B-1 will be reimbursed at the rates quoted in the Contractor's Published Fee Schedule. Additional field tests, not included in Section 2 of Exhibit B-1, conducted for out-of-state fabrication will also be subject to adjustment based on the BCI for San Francisco and the area where the tests will be conducted.

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Section 3 – Special Inspections

Contractor shall provide qualified technicians who shall be properly certified by a recognized certification agency to inspect the type of construction or operation requiring inspection. Certifications shall be obtained from the Division of the State Architect (DSA), Office of Statewide Health Planning and Development (OSHPD), International Code Conference (ICC), International Association of Plumbing and Mechanical Officials (IAPMO) or other recognized agency and be in compliance with the California Code of Regulation, Title 24, Section 1704. The technicians will provide all the necessary tools, equipment and transportation to perform the special inspections. Minimum time onsite to perform Section 3 work shall be four (4) hours.

Section 4 – Materials Supplied

The Contractor shall supply all plastic concrete cylinder molds and plastic grout sample molds. Delivery of molds will be to an onsite point determined by the County's Representative. Quantities of these molds are to be delivered periodically as directed by the County's Representative.

REQUIREMENTS FOR PROVIDING SERVICES

Contractor personnel shall report to a designated onsite County Representative within twenty four (24) hours of notification that services are required. Notification will be made using telephone, letter, e-mail, or FAX.

Normal working hours for the Contractor and/or subcontractor's personnel at the Women's Jail Expansion site shall be consistent with the construction contractor's and County Representative's work schedule which is Monday thru Friday, 7:30 am to 5:00 pm. Work hours and compensation for overtime at out-of-state locations shall be included in Consultant's fee proposal and subject to negotiations.

Services provided on any given day in excess of eight hours or in excess of the established work week, shall be billed at one and one-half times the standard hourly rate indicated on the Bid Proposal Form. Such services shall only be provided with prior written approval of the County Representative.

Other overtime hours, such as working on official state holidays and/or weekends, shall only be compensated upon prior written approval by the designated County Representative. Any overtime not approved in advance will be compensated at the standard hourly rate indicated on the Bid Proposal Form or current standard rate/fee schedule.

SUBCONTRACTED SERVICES

For out-of-state work, Contractor may subcontract with a testing/inspection company in the vicinity of the work and submit a fee proposal to the County Representative based on a written scope of services and specific location where the services will be performed. Subcontract fees shall be based on the Subcontractor's current Standard Rate/Fee Schedule or, if extenuating conditions exist, at negotiated rates agreed upon by both parties prior to providing services. Subcontract agreements and fees for services shall be consistent with the compensation requirements specified herein. Out-of-State services furnished by a subcontractor may include an administrative fee not to exceed ten (10)

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percent. The qualifications of the out-of-state testing/inspection company and fee proposal for specified services shall all be subject to approval of the County Representative.

Additional services, tests and materials requested by the County for which the Contractor has not submitted a bid on the Bid Proposal Form shall be billed at the Contractor's or Subcontractor's current standard rate/fee schedule or at negotiated rates agreed upon prior to providing services. Copies of subcontractor invoices for services shall be attached to the contractor's invoices to the County.

LAB DUTIES

Laboratory duties are as outlined below:

- a. Perform specified sampling and testing of materials.
- b. Comply with specified standards.
- c. Ascertain compliance of materials with requirements of the Contract.
- d. Promptly notify County Representative of observed irregularities and deficiencies in the work and in products to be used in the work.
- e. Provide retesting where necessary due to nonconformance to specified requirements.
- f. Promptly submit test results of each test to the County Representative, by e-mail, facsimile, or verbal report within 24 hours of each test. Contractor shall perform required services and submit handwritten reports to the County Representative before leaving the work site. Reports shall include a time summary with a brief narrative description of the work performed. Copies of formal notes and reports of all tests with test results shall be submitted within two (2) working days of the actual testing work. Report and note format will be agreed upon with the onsite County Representative prior to commencement of work.

Each report shall include:

- a. Date Issued.
- b. Project title and number.
- c. Testing Laboratory name, address, and telephone number.
- d. Name and signature of laboratory inspector.
- e. Date and time of sampling and testing.
- f. Record of temperature and weather conditions.
- g. Date of test.
- h. Identification of product and specification Section.
- i. Location of sample or test in the project.
- j. Type of test.
- k. Results of tests and compliance with the Contract.
- l. Interpretation of test results when requested by the County Representative.

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ESTIMATED DURATION

Project key dates are shown in the following table:

<u>Key Event</u>	<u>Start Date</u>	<u>Completion Date</u>
Construction Bids	Aug 2013	Sep 2013
Notice to Proceed	Nov 2013	Nov 2013
New Women's Jail Construction & Closeout	Nov 2013	Apr 2015
New Women's Jail Occupancy	Apr 2015	May 2015
Existing Women's Jail Demolition, Medical Facility Construction and Closeout	May 2015	Apr 2016
Medical Facility Occupancy	Apr 2016	May 2016
New Women's Jail and Medical Facility Notice of Completion	May 2016	Aug 2016
[BID ALTERNATE] IRC Construction, Closeout, and Notice of Completion	May 2016	Dec 2016

CONTACT PERSON

Rich Kopecky, Architect
Sr. Capital Projects Coordinator

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo CA 93408
805.781.5200
805.781.5215 fax
rkopecky@co.slo.ca.us

If the above person is not able to immediately answer questions, an answer will be found and communicated to interested proposers (if appropriate), or the person asking the questions will be directed to the proper person to answer the question.

Interested firms shall not contact other County staff with questions or suggestions regarding this Request for Proposal.

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APPENDIX LIST

APPENDIX A - SAMPLE CONTRACT for CONSTRUCTION TESTING AND INSPECTION SERVICES

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - PAYMENT SCHEDULE

EXHIBIT B-1 – RATE SHEET

EXHIBIT C - SCHEDULE OF WORK

EXHIBIT D - SUB-CONSULTANT LIST

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**APPENDIX A
SAMPLE CONTRACT for CONSULTANT SERVICES FOR
CONSTRUCTION TESTING AND INSPECTION SERVICES
FOR**

Sheriff – COC – Expand Women's Jail, 300034

Contract made on the _____ day of _____ in the year Two Thousand and Thirteen
BETWEEN the Owner: County of San Luis Obispo, hereinafter referred to as "**County**",

and the Consultant: _____, hereinafter referred to as "**Consultant**",

For the following services: **Construction Testing and Inspection Services for Sheriff – COC – Expand Women's Jail, 300034**, located at 1585 Kansas Ave. in San Luis Obispo, California (the "Project")

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 - RESPONSIBILITIES AND SERVICES OF CONSULTANT

- 1.1** Commencing with a written Notice to Proceed, the **Consultant** will provide the services as described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth:

EXHIBIT "A" - SCOPE OF SERVICES
EXHIBIT "B" - PAYMENT SCHEDULE
EXHIBIT "C" - SCHEDULE OF WORK
EXHIBIT "D" - SUB-CONSULTANT LIST

- 1.2 Coordination:** In the performance of the **Consultant's** services under this Contract, the **Consultant** agrees that they will maintain such coordination with **County** Personnel as follows:

The County Project Coordinator as primary contact and described in Article 2.1. Although the **Consultant** may be coordinating with other County Departments, only the Project Coordinator is authorized to give written approvals for Work that affect the Scope of Work and the Cost of the project on behalf of the **County**.

- 1.3** Neither the **County's** review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the **Consultant** shall be and remain liable to the **County** in accordance with applicable law for all damages to the **County** caused by the **Consultant's** failure to perform any of the services required under this Contract.

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ARTICLE 2 - RESPONSIBILITIES OF THE COUNTY

- 2.1** The **County** shall designate a representative, as Project Coordinator, authorized to act in the **County's** behalf with respect to the Project. The **County**, or such authorized representative, shall examine the documents submitted by the **Consultant** and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the **Consultant's** services.
- 2.2** The **County** shall furnish the Construction Boilerplate (Bidding Requirements, Contract Forms & General Conditions), the printing and distributing of the bidding documents, addenda, notices to the Contractor, and other documents to be distributed during the bidding phase.
- 2.3** The **County** shall identify the agencies having jurisdiction over the project, and furnish applicable construction standards.
- 2.4** The **County** shall furnish construction inspection and administration services as necessary to meet **County** requirements.
- 2.5** The **County** shall review documents prepared by the **Consultant** and render decisions in a timely manner to avoid unreasonable delay in the progress of the project.
- 2.6** The **County** shall pay fees of public agencies having jurisdiction over the Project.
- 2.7** The **County** shall arrange for the **Consultant** to gain access to all sites necessary to complete its services under this Contract.

ARTICLE 3 - APPROVED CONSTRUCTION BUDGET "Not Used"**ARTICLE 4 - FEE AND METHOD OF PAYMENT**

The **County** will pay the **Consultant** a Fixed Fee equal to Dollars (\$_____) for all work contracted in this Contract as described in Exhibit "A", for all expenses, and billed per Exhibit "B" - Payment Schedule.

ARTICLE 5 - MODIFICATION OF CONTRACT

This Contract may be modified only by a written amendment signed by the **County** and the **Consultant**. All modifications must be in writing and signed by the **County** representative with the Agent to modify this Contract.

ARTICLE 6 - PAYMENT FOR EXTRA WORK OR CHANGES

- 6.1** Extra work or changes in the scope of work, time of performance, and amount of compensation, shall be authorized in writing prior to commencement of the work by the General Services Director. Claims for Payment for approved extra work must be submitted by the **Consultant** within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the General Services Director.

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- 6.2 Extra work or changes in the work shall be performed either on an hourly rate basis with maximum value, or on a negotiated fixed fee basis. The compensation for extra work shall be negotiated using the rates specified in Exhibit "B", **Consultant's** Hourly Rate. These rates shall be used as information to assist in arriving at a Negotiated Fee for Additional Services.

ARTICLE 7 - COST DISCLOSURE - DOCUMENTS, RECORDS AND WRITTEN REPORTS

- 7.1 Pursuant to State of California Government Code, Section 7550, if the total cost of the Contract is over \$5,000, the **Consultant** shall include in all final documents and in all written reports submitted, a written summary of cost, which shall set forth the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.
- 7.2 Pursuant to State of California Government Code, Section 8546.7, every **County** contract involving the expenditure of more than \$10,000 in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the contract. The **Consultant** shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this paragraph. The **Consultant** shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of the **Consultant** related to this Contract. The **Consultant** and **County** shall ensure the confidentiality of any records that are required by law to be so maintained.

ARTICLE 8 - SCHEDULE OF WORK

- 8.1 The **Consultant** shall commence work under this Contract upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in Exhibit "A", so as to proceed with and complete the work in compliance with Exhibit "C" - Schedule of Work Time is of the essence and failure of the **Consultant** to perform work on time is a material breach of this Contract.

ARTICLE 9 - CONSULTANT STAFF

- 9.1 The **Consultant** has been selected to perform the work herein because of the skills and expertise of key individuals. The **Consultant** shall contract for or employ at the **Consultant's** expense, **Sub-Consultants** to the extent deemed necessary for design of the project, and licensed as such by the State of California and all other **Consultants** as necessary for development of the project as specified in Exhibit "D".
- 9.2 The **Consultant** shall designate, whom, as long as their performance continues to be acceptable to the **County**, shall remain in charge of the services for the Project from beginning of the program development and design through completion of construction support services provided for in this

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Contract. Additionally, the **Consultant** must furnish the names of all other key people in the **Consultant's** firm who will be associated with the Project. If the designated lead or key person fails to perform to the satisfaction of the **County** upon written notice, the **Consultant** will have 10 working days to remove that person from the Project and replace that person with one acceptable to the **County**. A Project Manager and all lead or key personnel for any **Sub-Consultant** must also be designated by the **Sub-Consultant** and are subject to all conditions previously stated in this paragraph.

ARTICLE 10 - CONFLICT OF INTEREST

- 10.1** The **Consultant** covenants that the **Consultant** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the **Consultant**.
- 10.2** Per Government Code Section 1090, no officer or employee of the **County** shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. The **Consultant** is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, section 18000 et seq. The **Consultant** shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The **Consultant** shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the **Consultant** must declare a conflict of interest, the **Consultant** shall forthwith report the conflict, in writing, to the **County** and shall provide any additional details requested by the **County** in a timely manner.

ARTICLE 11 - STATUS

- 11.1** The **Consultant** shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the **County** to exercise discretion or control over the professional manner in which the **Consultant** performs the services which are the subject matter of this Contract. The services to be provided by the **Consultant** shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 11.2** The **Consultant** understands and agrees that **Consultant's** personnel are not and will not be eligible for membership in or any benefits from any **County** group plan for hospital, surgical or medical insurance or for membership in any **County** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a **County** employee.

ARTICLE 12 - WARRANTY OF CONSULTANT

The **Consultant** warrants that the **Consultant** and each of the personnel employed or otherwise retained by the **Consultant** are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

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ARTICLE 13 - COVENANT AGAINST CONTINGENT FEES

The **Consultant** warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the **County** shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 14 - NONDISCRIMINATION

The **Consultant** shall comply with laws and regulations governing nondiscrimination in employment.

- 14.1 Nondiscrimination:** The **Consultant**, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulation.
- 14.2 Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiation, made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 14.3 Prohibition:** There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code section 12940, et seq, or any other law. Gender harassment is included in this prohibition as a form of discrimination.
- 14.4 Gender Harassment Warranty and Liability:** All **Consultants** have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every **Consultant** who violates gender harassment laws shall be liable to the **County** for all claims, demands, damages, costs, expenses and attorney's fees incurred by the **County** as a result of behavior of any of the **Consultant's** personnel performing this Contract.

ARTICLE 15 - ENTIRE CONTRACT AND MODIFICATION

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. The **Consultant** shall be entitled to no other benefits than those specified herein. The **Consultant** specifically acknowledges that in entering into and executing this Contract, the **Consultant** relies solely upon the provisions contained in this Contract and no others.

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ARTICLE 16 - NON-ASSIGNMENT OF CONTRACT

Inasmuch as this Contract is intended to secure the specialized services of the **Consultant**, the **Consultant** may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the **County** and any such assignment, transfer, delegation or sublease without the **County's** prior written consent shall be considered null and void.

ARTICLE 17 - ENFORCEABILITY

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 18 - LAW; VENUE

This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

ARTICLE 19 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or County, including CONSULTANT, and that arise out of or are made in hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

To the fullest extent permitted by law, CONSULTANT shall indemnify and save harmless the CONSULTANT, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement to the extent caused by the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONSULTANT or his agents or employees or other independent contractors they are directly responsible for.

ARTICLE 20 - INSURANCE

The **Consultant**, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period, if applicable and shall provide products/completed operations coverage for four (4) years following completion of the **Consultant's**

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work under this Contract and acceptance by the **County**. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the **County**, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "**County**" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

20.1 Minimum scope and Limits of Required Insurance Policies

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the **County**:

A. Commercial General Liability Insurance Policy ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$2,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$4,000,000 aggregate for products-completed operations; and,
\$4,000,000 general aggregate

The general aggregate limits shall apply separately to the **Consultant's** work under this Contract.

B. Business Automobile Liability Policy ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One Million Dollars (\$1,000,000) for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. The **Consultant** shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of the **County**.

C. Workers' Compensation and Employer's Liability Insurance Policy ("WC/EL")

Policy shall include at least the following coverage and policy limits:

1. Workers' Compensation Insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than One Million Dollars (\$1,000,000) each accident/Bodily Injury (herein "BI"); One Million Dollars (\$1,000,000) policy limit BI by disease; and, One Million Dollars (\$1,000,000) each employee BI by disease.

D. Professional Liability Insurance Policy ("PL")

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Policy shall cover damages, liabilities, and costs incurred as a result of the **Consultant's** professional errors and omissions or malpractice. This policy shall include a coverage limit of at least Two Million Dollars (\$2,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Contract and for two (2) years thereafter with respect to incidents which occur during the performance of this Contract). The **Consultant** shall notify the **County** if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

E. Deductibles and Self-Insurance Retentions

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by the **Consultant** and approved by the **County** before work is begun pursuant to this Contract. At the option of the **County**, the **Consultant** shall either reduce or eliminate such deductibles or self-insured retentions as respect the **County**, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the **County** guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

F. Endorsements

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
2. The **County of San Luis Obispo**, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of the **Consultant's** performance of work under this Contract (CGL & BAL);
3. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance the **County** may possess, including any self-insured retention the **County** may have, and any other insurance the **County** possesses shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to the **County** at the address set forth below (CGL, BAL, WC/EL & PL);
6. The **Consultant** and its insurers shall agree to waive all rights of subrogation against the **County**, its officers, employees, volunteers and agents for any loss arising under this Contract (CGL); and
7. Deductibles and self-insured retentions must be declared (All Policies).

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G. Absence of Insurance Coverage

The **County** may direct the **Consultant** to immediately cease all activities with respect to this Contract if it determines that the **Consultant** fails to carry, in full force and affect, all insurance policies with coverage at or above the limits specified in this Contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered the **Consultant's** delay and expense. At the **County's** discretion, under conditions of lapse, the **County** may purchase appropriate insurance and charge all costs related to such policy to the **Consultant**.

H. Proof of Insurance Coverage and Coverage Verification

Prior to commencement of work under this Contract, and annually thereafter for the term of this Contract, the **Consultant**, or each of the **Consultant's** insurance brokers or companies, shall provide the **County** a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage. All of the insurance companies providing insurance for the **Consultant** shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: County of San Luis Obispo Department of General Services, 1087 Santa Rosa St., San Luis Obispo, California 93408, Attn: Rich Kopecky

I. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of contract work*.
3. If coverage is cancelled or non-renewed, and *not replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

ARTICLE 21 - TERMINATION OF CONTRACT FOR CAUSE

- 21.1** If the **Consultant** fails to perform **Consultant's** duties to the satisfaction of the **County**, or if the **Consultant** fails to fulfill in a timely and professional manner the **Consultant's** obligations under this Contract, or if the **Consultant** shall violate any of the terms or provisions of this Contract, or if the **Consultant**, **Consultant's** agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the **County**, the **County** shall have the right to terminate this Contract effective immediately upon the **County** giving written notice thereof to the **Consultant**. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The **Consultant** shall be paid for all work authorized under this contract and satisfactorily completed prior to the effective date of such termination as determined by the **County**.

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ARTICLE 22 - OWNERSHIP OF DATA

- 22.1** The ownership of all data collected for use by the **Consultant** under this Contract, together with working papers, diagrams, and other material necessary to a complete understanding of the program and necessary for the practical use of the program shall be vested in the **County** following compensation to the **Consultant** for services covered by the terms of this Contract. The **Consultant** may retain a copy of all work for his own use.
- 22.2** The **Consultant** shall provide copies of each Deliverable item, in quantities as specified in Exhibit "A", to the **County** as part of this Contract. At the completion of each phase, as outlined in Exhibit "A", the **Consultant** shall submit all **Sub-Consultants'** calculations and/or reports relative to the structural, energy, mechanical, electrical, all security electronics systems, fire sensor/alarm systems, control systems, all IT systems, and any other designated categories of the project, and deliver them to the **County** as part of this Contract.
- 22.3** The **Consultant** shall perform the work required under this Contract with the assistance of Computer Aided Design and Drafting (CADD) technology, and Microsoft Word. The **Consultant** shall deliver to the **County**, on request, the discs or CDS that contain the files and the files shall be in "*.dwg" format or compatible with AutoCAD 2011 and specifications shall be delivered to the **County** on a disc in a 2007 Word compatible doc. File or greater format.

In order to precisely document the CADD information given to the **County**, both the **Consultant** and the **County** shall each sign a "hard" copy of reproducible documents that depict the information distributed at that time. The **County** agrees to release the **Consultant** from any liability, damages, and/or claims that arise due to any changes made to this information subsequent to it being given to the **County**.

- 22.4** In the event of early termination, the **Consultant** shall furnish the **County** all finished or unfinished Documents; data; surveys; calculations; diagrams and technological data and reports prepared by the **Consultant** under the terms of this Contract.

Thereafter, if the **County** should determine to complete the original project or substantially the same project, the **County**, for such purposes, shall have the right of utilization of any original programmatic documents, tracings, drawings, calculation, specifications, estimates and other documents prepared under this Contract by the **Consultant**. The **County** agrees to credit the **Consultant** with such authorship, if requested by the **Consultant**. In the event the **County**, or subsequent Consultant uses or changes the completed program documents, the **County** agrees to release **Consultant** of responsibility for such use or changes, and any and all direct and indirect consequences of such use or changes.

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ARTICLE 23 - COMMUNICATIONS

Communications between the parties to this Contract shall be sent to the following addresses:

County: County of San Luis Obispo
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408

Attention: Rich Kopecky, Sr. Capital Project Coordinator
(805) 781-5200, (805) 781-5215 FAX

Consultant: (Name)
(Address)
(City, State, Zip)

Attention:
() Phone, () Fax

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**CONSTRUCTION TESTING AND INSPECTION SERVICES FOR
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ACCEPTED AND AGREED this _____ day of
_____, 201__.

CONSULTANT:

By: _____

Title: _____

(Corporate Seal)

if app., add Corporate Cert

OWNER:

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by Board action on, 2013

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Date: _____

By: _____
Deputy Clerk

RECOMMENDED BY:

JANETTE PELL
General Services Director

**CONSTRUCTION TESTING AND INSPECTION SERVICES FOR
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EXHIBIT A - SCOPE OF SERVICES

The Contractor shall provide the following work included in this Agreement:

- Onsite and offsite sampling and laboratory testing of soils and construction materials using personnel properly trained and certified to provide such services.
- Inspection and testing of materials and equipment at offsite and out-of-state fabrication sites, including welding inspections and tests.
- Other tests and construction related inspection services required by the State, which the Contractor is capable of providing.
- Maintenance of a chain of custody log for samples retrieved for testing, and the retention of records of such samples for future reference as necessary and as directed by the CDCR representative. Records shall accurately document conditions observed and deficiencies noted.
- Issuance of all necessary reports.
- Professional engineering services as necessary to support the above activities and provide supervision and oversight to staff personnel providing such services.

The contractor shall furnish the following services as outlined in Exhibit B-1, Rate Sheet.

Section 1 - Laboratory Tests

The Inspector of Record or County Representative, will request the Contractor to obtain samples and perform laboratory tests as outlined below. The laboratory tests listed below may not all be used, while others not listed may be requested. For tests not listed, the Contractor shall conduct such tests in accordance with the Contractor's or Subcontractor's published fee schedule.

- k. Soil
- l. Concrete
- m. Masonry
- n. Grout
- o. Metal Reinforcing Tensile and Bend Test
- p. Structural
- q. Resinous Flooring
- r. Plumbing
- s. Roofing
- t. Asphalt Pavement

Section 2 – Field Sampling, Testing and Inspection

Contractor shall provide technicians suitably qualified and with a minimum of three (3) years of experience in performing both onsite and offsite tests and inspection. Work may include testing on the jail construction site, offsite tests in the general vicinity of the jail construction site, and inspection at out-of-state fabrication facilities. The technicians will provide all the necessary tools, equipment and transportation to perform the test listed in Section 2 of Exhibit B-1. Minimum time onsite to perform Section 2 work shall be four (4) hours.

Additional field tests, labs and/or equipment rates not included in Section 2 of Exhibit B-1 will be reimbursed at the rates quoted in the Contractor's Published Fee Schedule. Additional field tests, not

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included in Section 2 of Exhibit B-1, conducted for out-of-state fabrication will also be subject to adjustment based on the BCI for San Francisco and the area where the tests will be conducted.

Section 3 – Special Inspections

Contractor shall provide qualified technicians who shall be properly certified by a recognized certification agency to inspect the type of construction or operation requiring inspection. Certifications shall be obtained from the Division of the State Architect (DSA), Office of Statewide Health Planning and Development (OSHPD), International Code Conference (ICC), International Association of Plumbing and Mechanical Officials (IAPMO) or other recognized agency and be in compliance with the California Code of Regulation, Title 24, Section 1704. The technicians will provide all the necessary tools, equipment and transportation to perform the special inspections. Minimum time onsite to perform Section 3 work shall be four (4) hours.

Section 4 – Materials Supplied

The Contractor shall supply all plastic concrete cylinder molds and plastic grout sample molds. Delivery of molds will be to an onsite point determined by the County's Representative. Quantities of these molds are to be delivered periodically as directed by the County's Representative.

REQUIREMENTS FOR PROVIDING SERVICES

Contractor personnel shall report to a designated onsite County Representative within twenty four (24) hours of notification that services are required. Notification will be made using telephone, letter, e-mail, or FAX.

Normal working hours for the Contractor and/or subcontractor's personnel at the Women's Jail Expansion site shall be consistent with the construction contractor's and County Representative's work schedule which is Monday thru Friday, 7:30 am to 5:00 pm. Work hours and compensation for overtime at out-of-state locations shall be included in Consultant's fee proposal and subject to negotiations.

Services provided on any given day in excess of eight hours or in excess of the established work week, shall be billed at one and one-half times the standard hourly rate indicated on the Bid Proposal Form. Such services shall only be provided with prior written approval of the County Representative.

Other overtime hours, such as working on official state holidays and/or weekends, shall only be compensated upon prior written approval by the designated County Representative. Any overtime not approved in advance will be compensated at the standard hourly rate indicated on the Bid Proposal Form or current standard rate/fee schedule.

SUBCONTRACTED SERVICES

For out-of-state work, Contractor may subcontract with a testing/inspection company in the vicinity of the work and submit a fee proposal to the County Representative based on a written scope of services and specific location where the services will be performed. Subcontract fees shall be based on the Subcontractor's current Standard Rate/Fee Schedule or, if extenuating conditions exist, at negotiated rates agreed upon by both parties prior to providing services. Subcontract agreements and fees for services shall be consistent with the compensation requirements specified herein. Out-of-State

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services furnished by a subcontractor may include an administrative fee not to exceed ten (10) percent. The qualifications of the out-of-state testing/inspection company and fee proposal for specified services shall all be subject to approval of the County Representative.

Additional services, tests and materials requested by the County for which the Contractor has not submitted a bid on the Bid Proposal Form shall be billed at the Contractor's or Subcontractor's current standard rate/fee schedule or at negotiated rates agreed upon prior to providing services. Copies of subcontractor invoices for services shall be attached to the contractor's invoices to the County.

LAB DUTIES

Laboratory duties are as outlined below:

- a. Perform specified sampling and testing of materials.
- b. Comply with specified standards.
- c. Ascertain compliance of materials with requirements of the Contract.
- d. Promptly notify County Representative of observed irregularities and deficiencies in the work and in products to be used in the work.
- e. Provide retesting where necessary due to nonconformance to specified requirements.
- f. Promptly submit test results of each test to the County Representative, by e-mail, facsimile, or verbal report within 24 hours of each test. Contractor shall perform required services and submit handwritten reports to the County Representative before leaving the work site. Reports shall include a time summary with a brief narrative description of the work performed. Copies of formal notes and reports of all tests with test results shall be submitted within two (2) working days of the actual testing work. Report and note format will be agreed upon with the onsite County Representative prior to commencement of work.

Each report shall include:

- a. Date Issued.
- b. Project title and number.
- c. Testing Laboratory name, address, and telephone number.
- d. Name and signature of laboratory inspector.
- e. Date and time of sampling and testing.
- f. Record of temperature and weather conditions.
- g. Date of test.
- h. Identification of product and specification Section.
- i. Location of sample or test in the project.
- j. Type of test.
- k. Results of tests and compliance with the Contract.
- l. Interpretation of test results when requested by the County Representative.

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EXHIBIT B – PAYMENT SCHEDULE

1.0 PAYMENTS TO THE CONSULTANT

1.1 COMPENSATION

The consideration to be paid **CONSULTANT**, as provided herein, shall be full compensation for all of the **CONSULTANT'S** services and expenses incurred in the performance hereof, including office expenses, materials, equipment, travel, per diem, and any other direct or indirect expenses incident to providing those services.

1.2 PAYMENT TO CONSULTANT

Upon receipt and approval of **Consultant's** invoices, the **County** agrees to make payments to the **Consultant** for the services performed.

Additional services, if required, will be negotiated by Change Order in accordance with paragraph 1.4 below.

1.3 METHOD OF PAYMENT

The Consultant's invoices shall be in a format approved by the **County** and are to be submitted in duplicate to the **County** via the **County's** Project Coordinator. Monthly invoices will be submitted for the percentage of work completed in each phase. The **County** reserves the right to adjust the monthly payment if the **Consultant** has not demonstrated satisfactory progress.

Upon receipt and approval of **CONSULTANT'S** invoices, the **COUNTY** agrees to make payment as follows:

- a. Monthly payments for percentage of work completed based on the **CONSULTANT'S** progress up to ninety-five percent (95%) of the fee for the phase; with one hundred percent (100%) payment upon the acceptance and approval of the Phase by the **COUNTY**, indicated by the **CONSULTANT** receiving a Notice to Proceed for the following Phase.

Consultant shall submit to the **County** on a monthly basis, documentation showing proof that payments were made to all sub-consultants for the last payment period.

**CONSTRUCTION TESTING AND INSPECTION SERVICES FOR
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1.4 BILLING RATES FOR ADDITIONAL SERVICES

ADDITIONAL SERVICES, when authorized in writing by the **COUNTY** shall be performed by the **CONSULTANT** for a negotiated fee based on the **CONSULTANT'S** hourly rates listed in item **F. CONSULTANT'S HOURLY RATE**.

The following **CONSULTANT** and Sub-Consultant hourly rates include overhead, administrative costs and profit and are valid through the period shown in Exhibit C, Schedule of Work. If the schedule is extended past the scheduled completion date for reasons other than delays by the **CONSULTANT**, hourly rates for Additional Services may be adjusted for inflation by the **CONSULTANT**

These rates shall be used as information to assist in arriving at a NEGOTIATED FEE for ADDITIONAL SERVICES. These rates are for informational purposes only and the NEGOTIATED FEE (negotiated and reduced to writing before additional services are performed) shall be controlling.

HOURLY RATE FEE SCHEDULE

Classification

Hourly Rate

**CONSTRUCTION TESTING AND INSPECTION SERVICES FOR
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EXHIBIT B-1

See attached Excel File titled Exhibit B-1 Rate Sheet

**CONSTRUCTION TESTING AND INSPECTION SERVICES FOR
SHERIFF - COC - EXPAND WOMEN'S JAIL, 300034**

EXHIBIT C – SCHEDULE OF WORK

1.0 Progress Chart

Within seven (7) calendar days after the Notice To Proceed, the **Consultant** shall submit a Schedule of Work to the **County** for review and approval. The Schedule of Work shall be in the form of a progress chart clearly delineating all steps, review dates and deadlines. The Schedule of Work shall also delineate the relationship to the **County**, and other regulatory agencies required in the review and permitting process.

The **Consultant** shall also provide an estimated schedule at the completion of the Construction Documents for the construction and closeout work. The schedule will be used as reference in the authorization to bid through the **County** Board of Supervisors.

1.1 Work Schedule Time Limits

The **Consultant** shall complete all work and services required for each of the Phases within the Time Limit listed below. The Time Limit for each Phase is the number of consecutive calendar days from the date of the written Notice to Proceed through the completion date of all work and services required for that Phase. The Time Limit does not include time required for reviews by the **County** or regulatory agencies. Time is of the essence and failure of the **Consultant** to perform Work on time is a material breach of this Contract.

CONSTRUCTION TIME LIMIT: 36 mo./1,095 calendar days

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EXHIBIT D – SUB-CONSULTANT LIST

1.0 SUB-CONSULTANTS

- 1.1** The following are the specialty **Sub-Consultants** that the **Consultant** will utilize for work required by this Contract. Written approval by the **County** is required to change or add to this list. The **County** reserves the right to reject the use of any **Sub-Consultant**. Nothing in the foregoing procedure shall create any contractual relationship between the **County** and any **Sub-Consultant** used by the **Consultant**. The **Consultant** shall update addresses and phone numbers if changes occur.

SPECIALTY	FIRM	ADDRESS	RESPONSIBLE PRINCIPAL